

0-159A011



June 6, 1990

Itel Rail Corporation

55 Francisco Street
San Francisco, CA 94133
(415) 984-4000
(415) 781-1035 Fax

JUN 8 11 23 AM '90
MOTOR OPERATING UNIT

RECORDATION NO. 15642-7 FILED 1425

MAY 8 1990 -11:00 AM

INTERSTATE COMMERCE COMMISSION

Hon. Noretta R. McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

Re: Amendment No. 1 to Schedule No. 7 to Master Lease No. 2197-00 dated May 5, 1988, between Itel Rail Corporation and Hartford and Slocomb Railroad Company

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in three (3) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$15 recordation fee.

Please record this Amendment under Master Lease No. 2197-00 dated May 5, 1988, between Itel Rail Corporation, as successor in interest to both Itel Rail Corporation and Itel Railcar Corporation, and Hartford and Slocomb Railroad Company, which was filed with the ICC on May 13, 1988, under Recordation No. 15642.

The parties to the aforementioned instrument are listed below:

Itel Rail Corporation (Lessor)
55 Francisco Street
San Francisco, California 94133

Hartford and Slocomb Railroad Company (Lessee)
P.O. Box 2243
Dothan, Alabama 36302

This Amendment adds to Schedule No. 7 twenty (20) 89', 70-ton, Plate B, FC Flatcars bearing reporting marks HS 903400-903419.

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

A handwritten signature in cursive script that reads "Patricia Schumacker".

Patricia Schumacker
Legal Assistant

AMENDMENT NO. 1

MAY 8 1990 -11:20 AM

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT No. 1 ("Amendment") to Schedule No. 7 ("Schedule") dated August 16, 1989 to that certain Lease Agreement ("Lease Agreement") dated May 5, 1988 between ITEL RAIL CORPORATION, as successor in interest to Itel Rail Corporation and Itel Railcar Corporation, as lessor ("Lessor") and HARTFORD AND SLOCOMB RAILROAD COMPANY, as lessee ("Lessee") is made as of this 21st day of May, 1990 between Lessor and Lessee.

R E C I T A L S :

- A. Lessor and Lessee are parties to the Lease Agreement pursuant to which fifty (50) Cars bearing reporting marks and number from within the series HS 902050-9020660 on the Schedule have been leased and delivered by Lessor to Lessee.
- B. Lessor and Lessee desire to add to the Schedule twenty (20) cars bearing the reporting marks and numbers HS 903400-903419 (the "Additional Cars") pursuant to the terms and provisions of the Lease Agreement and this Amendment.

Lessor and Lessee agree as follows:

1. The following Additional Cars are hereby added to Schedule No.7:

AAR Mechanical Designation	Description	Reporting Marks and Numbers	No. of cars
FC	89' Length, 70-Ton, Plate B Flatcars	HS 903400-903419	20

2. The Additional Cars shall become subject to the MCER Assignment Agreement dated August 3, 1989 as amended by Amendment No. 2 dated May 15, 1990 attached hereto as Exhibit B.
3. The date "March 1989" in Subsection 8 (ii) of the Schedule, with respect to the Additional Cars, shall be replaced with the date "January 1990".
4. Except as expressly modified by the Amendment, all terms and provisions of the Lease Agreement, with respect to the Cars including the Additional Cars, shall remain in full force and effect.
5. This Amendment may be executed by the parties hereto in multiple counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

Each party, pursuant to due corporate authority, has caused this Amendment to be executed by its authorized officer, and each of the undersigned hereto

declares pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

ITEL RAIL CORPORATION

By: Robert Kishulz
Title: Vice President & Treasurer
Date: 5-21-90

HARTFORD AND SLOCOMB RAILROAD
COMPANY

By: E. J. Fischer III
Title: President
Date: 5-15-90

CERTIFICATE OF DELIVERY

EXHIBIT A

RUN DATE : 5/03/90
 RUN TIME : 3:02:37
 REPORT NO.: FMR217

RAIL SHOP STATUS
 Old/New Remark List
 Sorted Alpha by New Car

PAGE: 172
 HALL

Project:

Planned:

Scheduled:

Assigned:

Completed:

NEW Car Number	OLD Car Number	Shop	Shop Name	Shop Arrival Date	Date Remarkd
000000					

***** END OF REPORT *****

The last day of the [Initial] Term for the above referenced Cars shall be _____, 19__.

AMENDMENT NO. 2

THIS AMENDMENT No. 2 ("Amendment No. 2") to that certain Agreement for Assigned Service dated as of August 3, 1989, as amended, (the "Assignment Agreement") between HARTFORD AND SLOCOMB RAILROAD COMPANY as assignor ("Assignor") and MASSACHUSETTS CENTRAL RAILROAD COMPANY as assignee ("Assignee") is made as of this ____ day of _____, 1990.

R E C I T A L S :

- A. Assignor and Assignee are parties to the Assignment Agreement pursuant to which fifty (50) Flatcars bearing reporting marks and numbers from within the series HS 902050-902660 have been assigned and delivered by Assignor to Assignee.
- B. Assignor and Assignee desire to add to the Assignment Agreement twenty (20) Flatcars bearing the reporting marks and numbers HS 903400-903419 (the "Additional Car(s)") pursuant to the terms and provisions of the Assignment Agreement and this Amendment.

Assignor and Assignee agree as follows:

1. All terms defined in the Assignment Agreement shall have the meanings defined therein when used in this Amendment No. 2, except that the term "Additional Cars" as used herein shall only refer to the equipment described in this Amendment unless otherwise indicated.
2. Assignor hereby supplies the following Additional Cars to Assignee subject to the terms and conditions of the Assignment Agreement and this Amendment:

AAR Mechanical Designation	Description	Reporting Marks and Numbers	No. of cars
FC	89' Length, 70-Ton, Plate B Flatcars	HS 903400-903419	20

3. Section 3 of the Assignment Agreement, with respect to the Additional Cars, is hereby deleted in its entirety and replaced with:

"3. The term ("Term") of this Assignment Agreement, with respect to each Additional Car, shall commence on the day that such Additional Car is first interchanged to Assignee's possession on Conrail's line at Portside Terminal in Kearny, New Jersey

EXHIBIT B

after the full execution of this Assignment Agreement ("Delivery") and shall expire as to all of the Additional Cars three (3) years from the earlier of (a) the date that the last Additional Car was Delivered or (b) the sixtieth (60th) day after the date that the first Additional Car was Delivered. Upon the Delivery of the final Additional Car, Assignor shall issue to Assignee a fully executed Certificate of Delivery in the form of Exhibit A hereto that shall contain the expiration date of the Assignment Agreement with respect to all the Additional Cars as determined by Assignor. Unless, within fifteen (15) days of the date of such Certificate of Delivery, Assignee demonstrates to the reasonable satisfaction of Assignor that such expiration date is incorrect, Assignee shall be deemed to have concurred with such expiration date.

4. The date "April 1989" in Subsection 6.b. and Section 10 of the Assignment Agreement, with respect to the Additional Cars, shall be replaced with the date "January 1990"
5. Except as expressly modified by the Amendment, all terms and provisions of the Assignment Agreement, with respect to the Additional Cars, shall remain in full force and effect.
6. This Amendment may be executed by the parties hereto in multiple counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

Each party, pursuant to due corporate authority, has caused this Amendment to be executed by its authorized officer, and each of the undersigned hereto declares pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

HARTFORD AND SLOCOMB RAILROAD
COMPANY

MASSACHUSETTS CENTRAL RAILROAD COMPANY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B

EXHIBIT A

Certificate of Delivery to Amendment No. 2
dated _____, 1990 to the Assignment Agree-
ment dated August 3, 1989

Assignor's
Reporting
Marks and Numbers

Date Delivered
to Assignee

The Term of the Assignment Agreement dated _____, 1990
between HARTFORD AND SLOCOMB RAILROAD COMPANY and MASSACHUSETTS CENTRAL RAILROAD
COMPANY shall expire on _____, 19____

HARTFORD AND SLOCOMB RAILROAD COMPANY
Authorized Representative

By: _____

Title: _____

Date: _____